

BEFORE THE  
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:

PATRICIA MERY

V

PEOPLES GAS LIGHT AND COKE  
COMPANY

Complaint as to billing/charges)  
in Chicago, Illinois. )

No. 09-0170

Chicago, Illinois

April 27, 2009

Met pursuant to notice at 10:00 a.m.

BEFORE :

MR. JOHN RILEY, Administrative Law Judge.

APPEARANCES :

MR. MARK B. FRIEDMAN  
77 West Washington, Suite 516  
Chicago, Illinois 60602  
appeared for Complainant;

1 APPEARANCES (Cont'd.)

2

3 MR. MARK L. GOLDSTEIN  
4 3019 Province Circle  
5 Mundelein, Illinois 60060  
6 appeared for Respondent.

7

8 ALSO PRESENT:

9 Patricia Mery, Complainant

10 Aukman Mery, Complainant's husband

11 John Riordan, Peoples Gas representative

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20 SULLIVAN REPORTING COMPANY, by  
21 Teresann B. Giorgi, CSR

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I N D E X

<u>Witnesses:</u>	<u>Dir.</u>	<u>Crx.</u>	Re- <u>dir.</u>	Re- <u>crx.</u>	By <u>Examiner</u>
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E X H I B I T S

<u>Number</u>	<u>For Identification</u>	<u>In Evidence</u>
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1 JUDGE RILEY: Pursuant to the direction of  
2 the Illinois Commerce Commission, I now call  
3 Docket No. 09-0170. This is a complaint by  
4 Patricia Mery versus Peoples Gas Light and Coke  
5 Company with regard to billing and charges in  
6 Chicago, Illinois.

7 Counsel for the Complainant, would you  
8 enter an appearance for the record, stating your  
9 name and your business address.

10 MR. FRIEDMAN: Mark B. Friedman, 77 West  
11 Washington, Chicago, Illinois, Suite 516, 60602.

12 JUDGE RILEY: Thank you.

13 Mr. Goldstein?

14 MR. GOLDSTEIN: Your Honor, on behalf of the  
15 Peoples Gas Light and Coke Company, Mark L.  
16 Goldstein, 3019 Province Circle, Mundelein, Illinois  
17 60060. My telephone number is 847-949-1340.

18 And I have with me today John Riordan  
19 of Peoples Gas.

20 JUDGE RILEY: Thank you.

21 And as I review the complaint here,  
22 from what the Complainant has said, it comes down to

1 the fact that she can't get service in the building,  
2 that's the building at 402 East 61st Street in  
3 Chicago because the proof of ownership from the  
4 landlord was inadequate.

5 Mr. Friedman, what's going on?

6 MR. FRIEDMAN: Well, I think the reason we're  
7 saying proof of ownership was inadequate is because  
8 Peoples Gas had requested proof of ownership of the  
9 building and they had -- and the documentation we  
10 provided they said was inadequate for their  
11 purposes.

12 JUDGE RILEY: Right, that's what it says here.

13 MR. FRIEDMAN: I think -- I mean, Peoples can  
14 tell you better what they need -- you know, why they  
15 need that.

16 JUDGE RILEY: Okay. Just a couple of things  
17 just to clarify.

18 It's my understanding the Complainant  
19 does or does not live at that address, 402 East  
20 61st?

21 MS. MERY: I do not live there.

22 MR. FRIEDMAN: Does not live there. No, it's a

1 business only, your Honor.

2 MS. MERY: It's my business.

3 JUDGE RILEY: Okay. And the landlord's name is  
4 in a trust -- or the building is in a trust.

5 Mr. Goldstein, what's Peoples Gas'  
6 position?

7 MR. GOLDSTEIN: Well, you have to go back to  
8 2005, Judge. At that time there were steals in the  
9 building.

10 JUDGE RILEY: There were what?

11 MR. GOLDSTEIN: Steals of gas in the building.

12 JUDGE RILEY: Steals of gas?

13 MR. GOLDSTEIN: Yes.

14 JUDGE RILEY: Oh, theft of gas.

15 MR. GOLDSTEIN: Theft of gas, right.

16 And there was approximately \$25,000  
17 worth of gas stolen and, ultimately, Peoples Gas ate  
18 that \$25,000. Another customer came on line as a  
19 customer of record at that property and that  
20 location and another \$16,000 of gas was consumed  
21 there without any payment. There was a  
22 disconnection on February 17th of this year. And on

1 the very same day the Complainant filed for service  
2 at that location.

3 JUDGE RILEY: Okay.

4 MR. GOLDSTEIN: The coincidence was sort of  
5 astounding.

6 And based upon, approximately, \$41,000  
7 worth of gas consumed at the property without any  
8 payment, Peoples Gas requested evidence of who owned  
9 the building, who the proper parties were who owned  
10 the building and I made the same request of  
11 Mr. Friedman prior to the hearing this morning.

12 Mr. Friedman provided me with  
13 documentation, which suggested that one trust  
14 transferred ownership to another trust. I then  
15 requested of Mr. Friedman that he provide me who the  
16 underlying beneficiaries of the trust are. I have  
17 not received that information.

18 And because of what has been going on  
19 with the property, I believe that Peoples Gas has  
20 correctly rejected, at least thus far, Ms. Mery as a  
21 customer of the Company.

22 JUDGE RILEY: Tell me the astounding

1 coincidence.

2 MR. GOLDSTEIN: Well, service was disconnected  
3 on February 17th and on that very same day Ms. Mery  
4 requested service.

5 JUDGE RILEY: What I don't understand is, why  
6 did Peoples Gas wait for \$41,000 of unpaid gas to  
7 occur before shutting off the service? There was no  
8 name on the account prior to that?

9 MR. GOLDSTEIN: Well, the \$25,000 worth of  
10 service, and Mr. Riordan can correct me, a new  
11 customer requested service and Peoples Gas connected  
12 that customer. I think the bottom line is, before  
13 we're going to make the same mistake for the third  
14 time, we want to see proof that Ms. Mery is not  
15 related to the prior customer of record who ran up  
16 the \$16,000 worth of gas.

17 The \$25,000 worth of gas has already  
18 been written off by the Company.

19 JUDGE RILEY: But, again, we have no idea who  
20 used the gas then?

21 MR. RIORDAN: We did have an applicant. We were  
22 billing a customer of record under that particular



1 \$16,000 debt. It wasn't a case that it was being  
2 used without being billed to anybody. We were  
3 billing a customer of record at that time and the  
4 total ran up to \$16,000 at a point in February when  
5 our Collection Department shut the service off for  
6 nonpay. We were previously sending bills out to the  
7 customer of record and notices and so forth.

8                   When the service got shut off on  
9 February 17th, it's the same time that the Applicant  
10 now called in to apply for service to be switched  
11 over into her name.

12       JUDGE RILEY: All right.

13       MR. GOLDSTEIN: Now, Ms. Mery, I see she's  
14 shaking her head that she didn't really --

15       JUDGE RILEY: All right. Let's not get into  
16 that. Let's not get into that.

17                   I want to know about the \$25,000, that  
18 was the first --

19       MR. RIORDAN: That was back in 2005. That  
20 issue, basically, has nothing -- I want to say, that  
21 has nothing to do with this -- setting this hearing  
22 right now. It was another account that we were

1 billing a customer for the \$25,000 when it was  
2 determined that there was an illegal theft of  
3 service at that time. So that 25,000 -- actually  
4 \$22,000 steal that we referred to, we've kind of  
5 wiped that out altogether.

6 JUDGE RILEY: So in other words, there were  
7 customers of record. You knew who you were billing  
8 or who was using the service at the time even though  
9 it may have been illicit --

10 MR. RIORDAN: Correct.

11 JUDGE RILEY: -- gas had illicitly been used.

12 MR. RIORDAN: Right.

13 JUDGE RILEY: Your concern now is that Ms. Mery  
14 may have somehow had some involvement with the  
15 \$16,000 in unpaid --

16 MR. RIORDAN: Right, at least, the \$16,000 that  
17 we're looking at. At this point we've kind of,  
18 let's say, eaten the \$22,000.

19 JUDGE RILEY: I understand that.

20 MR. RIORDAN: But we're trying to identify the  
21 tie or possible connections between a prior customer  
22 of \$16,000 and now the new Applicant of service.

1 JUDGE RILEY: So is it correct to say that you  
2 have some sort of an investigation going?

3 MR. RIORDAN: Right. Right.

4 MR. FRIEDMAN: Your Honor, first of all, there's  
5 no coincidence about the date that the gas was  
6 requested. It's not a coincidence because the gas  
7 was requested to be turned on when my clients  
8 realized that the gas was turned off. Obviously --  
9 when they first looked at the property and  
10 investigated this Laundromat, the gas was on. The  
11 gas was on up to the day that they discovered when  
12 they first came in -- the day after a holiday, they  
13 came in and the gas was off. They had no reason to  
14 believe there's any problems with the gas account or  
15 that the gas would be turned off. So there's no  
16 coincidence. Obviously, you don't request gas to be  
17 turned on unless it's turned off.

18 So that's the issue of why there was a  
19 request on that day. It was requested the same day  
20 it was turned off, yeah, because they needed gas to  
21 run their Laundromat.

22 JUDGE RILEY: Okay.

1       MR. FRIEDMAN:   Second, there's also no evidence  
2   that there is any relationship between these  
3   parties.

4                   And third, your Honor, without a  
5   subpoena I'm not in a position -- the person who  
6   sold the Laundromat to my client is not the person  
7   who owns the building, okay?  They want me to get  
8   certain documentation from the owner of the building  
9   as to who the beneficiaries of the trust is, he put  
10   his building into.  My clients have no way of  
11   compelling that information, absent a subpoena, to  
12   the bank or to the trustee, all right?  So that's  
13   information they're asking me to get, which I cannot  
14   get, absent a subpoena.

15       JUDGE RILEY:  The Laundromat owns space in a  
16   building -- in other words, the Laundromat is not a  
17   tenant in a building, the Laundromat owns actual  
18   square footage in this building?

19       MS. MERY:  I rent.  I rent from the landlord.

20       JUDGE RILEY:  You rent from the landlord.

21       MS. MERY:  And the equipment inside is mine.

22       JUDGE RILEY:  The furnishings would be yours.

1 MS. MERY: The furnishings are mine. I  
2 purchased that from the previous owner.

3 JUDGE RILEY: But the space itself is rented  
4 from the landlord and what you need is something --

5 MS. MERY: What they're saying I need, yes.

6 JUDGE RILEY: -- is some identification as to  
7 who the landlord is.

8 MS. MERY: I guess. I mean, I gave them the  
9 phone number. They called him. They talked to him.  
10 You know, I did what I could do as far as, you know,  
11 getting what from him and he faxed over his trust  
12 paper and the mortgage paper. And on the mortgage  
13 paper it shows the trust number and it shows his  
14 name, actually, on the mortgage papers. There's two  
15 owners.

16 JUDGE RILEY: It's my understanding that Peoples  
17 is not satisfied until they determine the  
18 relationship between the Complainant and the person  
19 whose name was on the account that ran up a \$16,000  
20 bill, is that correct?

21 MR. GOLDSTEIN: That is correct, Judge.

22 I already discussed with Mr. Friedman

1 his ability to request the subpoena from the  
2 Commission to get the necessary information.

3 JUDGE RILEY: Who would be subpoenaed?

4 MR. FRIEDMAN: I would subpoena the bank where  
5 the trustee is -- Beverly Bank appears to be the  
6 bank that's administering the trust and I can also  
7 send the subpoena to the landlord. Between the two  
8 of them I would think that covers it, Judge.

9 JUDGE RILEY: What information would you be  
10 subpoenaing, just the identity of the --

11 MR. FRIEDMAN: They want to know the  
12 beneficiaries of the trust.

13 Is that correct, Counsel?

14 MR. GOLDSTEIN: That's correct.

15 MR. FRIEDMAN: The beneficiaries of this trust.

16 My client has been very diligent in  
17 trying, and repeatedly trying, in telling his (sic)  
18 landlord, I need this. And from what he would  
19 testify -- or they would testify to, the landlord  
20 has not provided that documentation which -- for  
21 whatever reason, I don't know.

22 So I don't think -- it's certainly not

1 within my client's power to compel them to get the  
2 subpoena, so we're -- Peoples is saying, We're not  
3 turning on the gas until we see that, you know, I  
4 have no other option other than to subpoena the  
5 information, I don't think.

6 MS. MERY: Excuse me.

7 I'm just wondering if -- you know,  
8 because sometimes when you fax things over they  
9 don't get everything. Maybe they didn't get the  
10 mortgage paper. It shows the trust number and it  
11 shows the names of the owners.

12 MR. GOLDSTEIN: Well, I have a copy of the  
13 mortgage --

14 JUDGE RILEY: One at a time. One at a time.

15 MS. MERY: Because I didn't know what you  
16 received.

17 MR. GOLDSTEIN: I have a copy of the mortgage  
18 document and --

19 MS. MERY: It shows the trust number and it  
20 shows their names.

21 MR. GOLDSTEIN: No names.

22 MS. MERY: Excuse me, can I show it?

1 MR. FRIEDMAN: Yes.

2 MS. MERY: It shows the names of the owner of  
3 the building right here (indicating).

4 MR. FRIEDMAN: Okay.

5 MS. MERY: Their names are on there. It also  
6 has a trust number on here, too.

7 MR. FRIEDMAN: You know what names I'm talking  
8 about?

9 MR. GOLDSTEIN: Beverly Bank --

10 MR. FRIEDMAN: No. No. The names of the two  
11 borrowers -- here, let me show you. Right where my  
12 thumb is (indicating).

13 MS. MERY: And that also has a trust number on  
14 it and then this is the trust paper, you can see the  
15 trust number is the same.

16 MR. RIORDAN: Now, these documents here, I don't  
17 believe we had any of those.

18 MS. MERY: It was faxed at the same time, but  
19 maybe the fax didn't go through.

20 MR. RIORDAN: The documents that I have here --

21 JUDGE RILEY: For the benefit of the court  
22 reporter, just one person speak at a time. She



1 can't take down both of you.

2 MR. RIORDAN: The documents I have here, I don't  
3 show any of these attached.

4 At this point, all I would be willing  
5 to do is to provide this to our Credit Department  
6 and our Collection Department for them to review to  
7 see that this is sufficient enough for what they're  
8 asking for to determine the validity of the  
9 application for service.

10 JUDGE RILEY: It's my understanding, in the  
11 meantime you don't have any gas service to operate  
12 this Laundromat.

13 MS. MERY: No, I don't. I have been shut down  
14 for two months.

15 MR. FRIEDMAN: Can we have an interim order that  
16 the gas would be turned on until further hearing?

17 MS. MERY: I mean, if you could do that --

18 MR. FRIEDMAN: There's a presumption --

19 MS. MERY: -- I would appreciate it.

20 JUDGE RILEY: Please, again.

21 MR. FRIEDMAN: There's a presumption of  
22 identification of the borrowers, who were the owners

1 of the property. And I have provided Counsel, I  
2 think he will acknowledge, that information. If it  
3 didn't get through to his client -- I think we can  
4 presume that there's a reasonable likelihood that  
5 since my clients may prevail that in the meantime  
6 they shouldn't be harmed by what would be a small  
7 risk for Peoples to take and a huge loss for my  
8 clients to take.

9 JUDGE RILEY: What would it take right now for  
10 restoration of service? Because it's my  
11 understanding there's no sum of money involved here.

12 MR. FRIEDMAN: They don't owe anything. My  
13 clients don't owe anything.

14 MR. RIORDAN: At this point, you know, we would  
15 have to run a credit check to make sure there's no  
16 outstanding debts under her --

17 MR. FRIEDMAN: Right.

18 MR. RIORDAN: -- name or application, so forth.  
19 I'm not saying that there is. I don't know at this  
20 point.

21 I think the whole issue here is right  
22 now because of the situations that have occurred at

1 this premise going back years. The Company's stance  
2 right now is, there's too many things that have been  
3 going on, too many coincidences of things happening  
4 at the same time, turn off, application applied,  
5 prior years' theft of service. The Company really  
6 wants to make sure before restoration of service is  
7 given that everything they see is, say, legit at  
8 this point.

9 MR. FRIEDMAN: Counsel had -- I mean,  
10 Mr. Riordan had stated moments earlier, that the  
11 prior theft of the \$25,000 was not at issue here.

12 MR. RIORDAN: That's correct.

13 MR. FRIEDMAN: And now he seems to be saying  
14 that it's got some influence or relevance to this  
15 hearing. So I don't think he can have it both ways.  
16 My client had nothing to do with the \$25,000. My  
17 client didn't have anything to do with the \$16,000.  
18 And the documents presumptively show that they don't  
19 have any connection with the owners of the building.  
20 I think that's enough to get Peoples to turn on the  
21 gas for however long of a time it would need to  
22 corroborate what they need to.

1                   I mean, I just don't think it's fair  
2 my clients -- there's no coincidences here with my  
3 clients. They walk in, the gas is off, they call up  
4 to turn it on. I mean, that's not a coincidence.  
5 It's the same thing anybody would do. If I got home  
6 today and my gas was off, I'm going to call up and,  
7 Turn it on. It's off. You know, what's the  
8 coincidence? When else would you do it? You don't  
9 call up to have your gas turned on unless it's off.

10       JUDGE RILEY: Right. I understand.

11       MR. FRIEDMAN: Okay. So I don't know what this  
12 coincidence red herring thing is.

13       JUDGE RILEY: Let's move beyond that.

14       MR. GOLDSTEIN: I guess the other problem I have  
15 is that, you know, the age of the documents. You  
16 know, these documents date back to 1994. And, you  
17 know, it's hard to tell whether the trust is still  
18 in existence. And, again, whether the underlying  
19 beneficiaries of the trust have changed since then.  
20 You know, presumptively with the mortgage, there  
21 were two individuals who signed off on the mortgage,  
22 but, you know, that was 15 years ago.

1       MR. MERY: I'm sorry, I have something to  
2 show --

3       JUDGE RILEY: Could you identify yourself,  
4 please?

5       MR. MERY: My name is Aukman (phonetic), I'm her  
6 husband.

7       JUDGE RILEY: Okay.

8       MR. MERY: I have something to show that that  
9 building is still --

10       MS. MERY: I was going to show them. I was  
11 waiting for everyone to stop talking.

12                   I had a paper that came to the  
13 business. I opened it up because it was from the  
14 lawyer and it shows that the previous tenant was  
15 being sued by a customer, but it has down that the  
16 trust number is still the same. And he checked it  
17 out on the -- it's for February 17th -- or the  
18 19th --

19       MR. FRIEDMAN: This is a pleading -- an order in  
20 the Circuit Court of Cook County for February 19th  
21 of this year, 2009, where it shows that there was a  
22 claim relating to the Trust No. 8-9455 with Beverly

1 Bank, trust agreement dated April 22, 1994, which is  
2 asserted to still be in existence and valid. So I  
3 don't think there's any question about the trust.

4 JUDGE RILEY: What's the date on that -- what's  
5 the date of that order?

6 MR. FRIEDMAN: February 19th of this year.

7 MS. MERY: Again, I just thought it was mailed  
8 for me. I saw it was from a lawyer. I opened the  
9 document.

10 MR. FRIEDMAN: It's public record.

11 MR. GOLDSTEIN: I think all this could be  
12 resolved, quite frankly, if we had the underlying  
13 trust document.

14 JUDGE RILEY: Is that all it would take to  
15 satisfy Peoples is the --

16 MR. GOLDSTEIN: I believe so.

17 JUDGE RILEY: -- identity of the trust  
18 beneficiaries?

19 MR. RIORDAN: I believe that the last mention to  
20 me was that they wanted to see the documents, yes.

21 JUDGE RILEY: It appears that there still is a  
22 trust in effect. The building is still in a trust.

1       MR. GOLDSTEIN: It appears that way.

2       MR. FRIEDMAN: Judge, can we agree that if that  
3 information is provided and there's no -- I mean,  
4 you know, if you see that the names on the  
5 beneficiaries are obviously names -- what is it  
6 you're going to need to see when you look at those  
7 names that's going to show Peoples that these people  
8 are not related to them? What are you going to do?

9       MR. RIORDAN: Well, I think, the issue is, not  
10 so much that I need to see this, it's the Credit  
11 Department's procedure. I mean, I could present  
12 this information to the Credit Department for them  
13 to review what the documentation is, to see what the  
14 connection -- what the ties may be to the Applicant  
15 of service right now, if there is any.

16       MR. FRIEDMAN: I'm just thinking out loud. The  
17 Credit Department gets these beneficiaries  
18 identified and then what's involved in showing  
19 whether or not they're related to her -- I'm just  
20 trying to envision what kind of an investigation  
21 it's going to involve because all this time my  
22 client is out of business. And I think that if -- I

1 mean, at some point in time, I think the burden is  
2 on Peoples to show that there is some type of  
3 relationship here.

4                   There's been no evidence -- there  
5 hasn't been one scintilla of evidence that my  
6 clients have done anything wrong, this whole  
7 process, nothing, and they don't have any gas.

8                   They, unfortunately, stepped into a  
9 situation where the prior person didn't pay and  
10 basically Peoples is penalizing them for the past  
11 customer.

12       JUDGE RILEY: When did your client -- when did  
13 the Complainant sign the lease for the space?

14       MS. MERY: I signed the lease February 15th,  
15 that's when I signed the papers.

16       MR. FRIEDMAN: February 15th of this year?

17       MS. MERY: Yes.

18       JUDGE RILEY: And you have never had any  
19 connection with this building before?

20       MS. MERY: No, I didn't have any connection.

21       JUDGE RILEY: Was the Laundromat already in  
22 existence there?



1 MS. MERY: Yes, it was.

2 JUDGE RILEY: You just bought the Laundromat.

3 MS. MERY: Bought the equipment, yes.

4 JUDGE RILEY: And then you pay the landlord, you  
5 have an agreement to pay --

6 MS. MERY: Yes. I signed a lease like if it is  
7 an apartment, or whatever, and I signed the lease to  
8 pay.

9 MR. RIORDAN: Now, this is a corporation?

10 MS. MERY: Yes.

11 MR. RIORDAN: And you're the only one that's  
12 listed on the corporation papers, we have the  
13 Articles here, is that correct?

14 MS. MERY: Yes.

15 MR. RIORDAN: Your name is the only one that  
16 shows as far on the Articles of Incorporation.

17 MS. MERY: Yes, it is. It's my business.

18 MR. RIORDAN: Well, all I would say at this  
19 point is that we take copies of what you've provided  
20 there and take a copy of this, if we can, to show  
21 that the same trust is still in existence today from  
22 what you stated, take this information back --

1       MR. FRIEDMAN: Do you need that copy back?

2       MS. MERY: Yeah, I need that copy.

3       MR. FRIEDMAN: We'll get a copy to you.

4       MR. RIORDAN: Okay.

5                   Take it back to our Credit Department,  
6 have them review the documentations and see what  
7 their position is at this point.

8       JUDGE RILEY: Is Peoples prepared to disclose,  
9 to any extent, what they think the link is between  
10 the \$16,000 unpaid debt and the Complainant?

11       MR. RIORDAN: We look at it as a coincidence  
12 again, of an outstanding balance -- again, I'm not  
13 going to worry about the other issue that we talked  
14 about before. The idea here is, once the service  
15 was reopened under the prior Applicant, bills ran up  
16 to \$16,000, and unfortunately, I don't have all the  
17 documents in front of me of that account to show if  
18 payments were made or not. All of a sudden service  
19 gets turned off, we send out bills, we send out  
20 notices and then within the same day, within the  
21 hour, an Applicant now applies for service.

22       JUDGE RILEY: You had a name of an individual

1 that you were billing for that \$16,000.

2 MR. RIORDAN: Correct.

3 JUDGE RILEY: What is the connection, if you're  
4 able to disclose, between that person you were  
5 billing and the Complainant, that's what I'm --

6 MR. GOLDSTEIN: That's exactly the problem, we  
7 don't know what the connection is.

8 JUDGE RILEY: What basis do you have that there  
9 is a connection?

10 MR. GOLDSTEIN: Maybe we could go a little bit  
11 further if we had some documentation with respect to  
12 the sale of the prior Laundromat to Ms. Mery and her  
13 61st Street Laundry corporation. Maybe that would  
14 be helpful.

15 MR. FRIEDMAN: Well, I have a bill of sale.

16 MS. MERY: And I have a --

17 JUDGE RILEY: The court reporter is having  
18 difficulty hearing you.

19 MR. FRIEDMAN: Why don't you sit right here.

20 MS. MERY: We signed the Bill of Sale on the  
21 13th. We did the agreement on the 10th  
22 (indicating).

1       MR. FRIEDMAN: I have a copy of the Bill of  
2   Sale, showing it to Counsel (indicating). I'm  
3   showing the business and the property transferred to  
4   her and payment --

5       MR. RIORDAN: We can take copies of what they're  
6   providing to us, as well.

7                   Why wasn't there a signature by the  
8   seller on here?

9       MS. MERY: He did sign at the bottom. I don't  
10   know, maybe he didn't see -- I was standing there  
11   when he signed it.

12       MR. RIORDAN: Oh, right down there.

13                   I can take whatever documentation you  
14   have here back to our Credit Department and  
15   Collection Department for them to review.

16       MR. GOLDSTEIN: Why don't we --

17       MR. RIORDAN: I can take it back up to them and  
18   have them look in to it and get back in contact with  
19   the customer sometime today.

20       MS. MERY: Excuse me. The problem I have with  
21   Peoples Gas is no one has -- the contact that you  
22   guys have with me has been very poor. Through this

1 whole thing I've gotten one phone call, one phone  
2 call. And I've put in requests to have all papers  
3 sent to me. She told me it's probably a problem  
4 with my mail carrier and I should have to go and  
5 talk to my mail carrier, that's what I was told by  
6 Peoples Gas.

7                   So I give her my home address. I  
8 said, Please, anything, send it to my home address.  
9 She said, Okay, you can expect something to be sent  
10 to you regarding what we're still looking for. To  
11 this day I have never received anything from Peoples  
12 Gas. I've gotten one phone call from a Sheri  
13 Caldwell, she spoke with me. That was -- I believe  
14 it was around the 24th. I have it, if you need an  
15 exact date. And that's when she requested the  
16 ownership from the landlord at that time.

17                   But up until that time, no one has  
18 ever contacted me to say this has been accepted,  
19 this has been denied, no one has ever contacted me  
20 and I don't know why.

21       MR. RIORDAN:   Hadn't you also spoken to a person  
22 named Angela?

1 MS. MERY: I tried to call Angela and I didn't  
2 speak with Angela, I spoke with -- they told me to  
3 talk to a Dave Dunham (phonetic). So I called  
4 Dave Dunham and the first thing he said to me, he's  
5 like, I'm kind of confused -- I was told he was  
6 handling my account. I was like -- the first thing  
7 he said to me is, I'm confused why you're calling  
8 me. Now he confused me because I was told to call  
9 him.

10 MR. RIORDAN: Sure.

11 MS. MERY: I'm like, What do you mean? He's  
12 like, I'm only responsible for turning off the gas.  
13 I'm not responsible for anything else. I'm not  
14 responsible for your account. I'm not responsible  
15 for anything. So I'm like, Okay, what do I need to  
16 do? He said, call this number, and I read the  
17 number back to him, and I said, Is this the number I  
18 need to call? And he said, Yes.

19 So I called and I spoke with a Myra.

20 MR. RIORDAN: I'm sorry?

21 MS. MERY: Myra.

22 MR. RIORDAN: Okay.

1       MS. MERY:   Myra told me, she said, I can't help  
2   you.   There's nothing I can do with this account.   I  
3   can't help you.   You need to talk to Dave Dunham.   I  
4   had just talked to Dave Dunham the day before.   I  
5   was like, He just told me I needed to call you.   Why  
6   do I need to call him?   So, anyway, she said, Hold  
7   on, and she put me on hold.

8                   I have the days I talked to everybody,  
9   if you need the dates.

10                   So then she said, The only thing I  
11   need from you, I need a copy of the lease -- this is  
12   after all the other stuff.

13       MR. RIORDAN:   Sure.

14       MS. MERY:   She said, A copy of the lease and a  
15   copy of the SS-4 form.   So I'm like, Okay.   I was  
16   confused, I was like, I thought they needed  
17   something from the landlord.   She said, I'm telling  
18   you, we need a copy of the lease and we need a copy  
19   of the SS-4 form.   I wrote it down right when she  
20   was telling me.   So I faxed those things that day.

21                   The next day I called to find out if  
22   she got it.   She's like, I'm sorry, we don't need a

1 copy of the lease. We already have a copy of the  
2 lease. We need a copy of something from the  
3 landlord. I said, I asked you three times  
4 yesterday, you told me a copy of the lease and a  
5 copy of the SS-4 form. What's going on?

6                   At that point I lost it. I got so  
7 upset.

8           MR. RIORDAN: Sure.

9           MS. MERY: I'm like, You know what, I'm just  
10 being played games with. You guys are dragging this  
11 on. And that's the last time I talked to anybody at  
12 Peoples Gas.

13                   I did ask her at that time, I said,  
14 Please, everything you've sent me, a denial letter  
15 or whatever you've sent me because I never got it,  
16 can you send it to my home address? I give her my  
17 home address. I have never got anything from  
18 Peoples Gas. The only thing I got was from your  
19 lawyer, whoever that is, whoever the lawyer is.

20           MR. GOLDSTEIN: That would be me.

21           MS. MERY: I got something from you saying you  
22 were representing them. But other than that I've



1 never got anything from Peoples Gas.

2 MR. RIORDAN: I apologize for that. You had  
3 mentioned to send the information to your McVicker  
4 address, which I assume is --

5 MS. MERY: Yes, I did. And she said, I'm sorry,  
6 we cannot send you anything we've already sent you.  
7 I said, If you've already sent it to me, it doesn't  
8 make sense why you can't send it again. She said,  
9 Well, we just can't do it. I said I wanted the  
10 denial letter to give to my lawyer so I have  
11 something saying I was denied. You're not being  
12 denied, just give me a copy of this. But you're not  
13 being denied. You're not going to get anything  
14 saying this.

15 MR. FRIEDMAN: Maybe we can extend this to the  
16 end of the week sometime.

17 MR. RIORDAN: I can get this to them today. Get  
18 this information copied. Take it back to them and  
19 give it to them to review.

20 MR. FRIEDMAN: What exactly does that mean? I  
21 understand the words you're using, obviously, but  
22 what does it really mean? It means you're going to

1 hand them a copy of certain documents and then what  
2 are they going to do with it?

3 MR. RIORDAN: I need to provide our Credit  
4 Department and Collection Department with these  
5 additional documentations that Ms. Mery is providing  
6 to us, as far as the Bill of Sale, it's showing when  
7 she took over the business, when she bought the  
8 equipment.

9 Is that correct, a Bill of Sale --

10 MS. MERY: Uh-hum.

11 MR. RIORDAN: -- showing she took this business  
12 over, the equipment over as of -- in February. As  
13 well as documentations showing the existing trust,  
14 which I believe is 1994 --

15 MR. FRIEDMAN: Yes.

16 MR. RIORDAN: -- it's still intact as of today  
17 with the names that are mentioned on the document  
18 that you provided to Mr. Goldstein. These are  
19 documentations we never had, from what I have in my  
20 records. I'll get these documentations to our  
21 Credit Department and say, This is other information  
22 that they're providing to us to show who the owners

1 are of the trust agreement, showing us when  
2 Ms. Mery purchased the equipment to operate the  
3 laundrymat under her own personal name and that the  
4 trust agreement is still intact today, based on  
5 whatever this order here is, to show that this is  
6 all still valid, to see if this is sufficient enough  
7 information that our Credit Department is looking  
8 for to approve her application for service.

9 MR. FRIEDMAN: I understand that. My concern  
10 is, and obviously, if it is sufficient then I don't  
11 have any concerns. But if it's not sufficient, then  
12 I can envision a situation where you can't tell me  
13 now what more the Credit Department is going to  
14 need, so we're just going to be sitting here again  
15 soon, from whatever it be, with the same situation  
16 of you saying to me, Well, I need this, I need this,  
17 I need this.

18 So I guess I'm trying to understand,  
19 it's a twofold issue. I understand you're going to  
20 show this to them. But you can't represent to me  
21 one way or the other whether or not it's going to be  
22 sufficient or if it's not sufficient what more

1 they're going to need, right?

2 MR. RIORDAN: If it's not sufficient, I can ask  
3 them, then, exactly what is the documentation that  
4 they're asking for to approve the application.

5 MR. GOLDSTEIN: Does Ms. Mery have the actual  
6 sales agreement with her today, besides the Bill of  
7 Sale?

8 MR. FRIEDMAN: Is there something besides the  
9 Bill of Sale?

10 MR. GOLDSTEIN: There has to be an agreement  
11 underlying the Bill of Sale.

12 MS. MERY: I have like the first agreement that  
13 we agreed upon.

14 MR. GOLDSTEIN: That was the one from  
15 February 10th?

16 MS. MERY: Yeah (indicating).

17 MR. GOLDSTEIN: This will also be helpful.

18 JUDGE RILEY: And this is the sale of the  
19 Laundromat?

20 MR. GOLDSTEIN: Yes.

21 MR. FRIEDMAN: I believe the equipment.

22 MS. MERY: Oh, the Purchase Agreement.

1       MR. FRIEDMAN:  Is this what you're talking  
2 about, offer of purchase of business (indicating)?

3       JUDGE RILEY:  Counsel, are you looking for some  
4 link between the usage, the \$16,000 in unpaid usage  
5 and the Complainant?

6       MR. FRIEDMAN:  It would appear that the  
7 documents would evidence an arm's-length  
8 transaction, which is evidence that there is no  
9 link.

10       JUDGE RILEY:  It's obvious that Peoples Gas is  
11 not satisfied that the shutoff of gas and the  
12 Complainant's application was a coincidence.

13       MR. GOLDSTEIN:  Do you have any problem with us  
14 photocopying --

15       MS. MERY:  This is the only ones --

16       MR. FRIEDMAN:  We'll copy it and -- if we can  
17 copy it here, if there's a facility --

18       MR. RIORDAN:  Sure.

19       MR. FRIEDMAN:  Of course you can have copies.

20                       I'm trying to figure out if this is  
21 getting us any closer to anything?

22       MR. RIORDAN:  I think it's getting us closer now

1 today than it was back, probably, in February or  
2 March when the original application was taken.  
3 Because based on the documents that I have here,  
4 attached documents, that most likely is what you  
5 faxed in originally --

6 MS. MERY: I faxed in what I was requested to  
7 fax in.

8 MR. FRIEDMAN: She had all these documents, she  
9 couldn't have provided them then.

10 MR. RIORDAN: I understand.

11 We also have the Articles of  
12 Incorporation. We have all the other State of  
13 Illinois certificates or whatever. This is what the  
14 Credit Department reviews and looks at.

15 So, again, I think if additional  
16 documentation such as this had been issued as well,  
17 that may have been sufficient enough. That's why  
18 I'm saying right now, if we take these  
19 documentations, as well -- I will take them up  
20 myself when I get back, to the Credit Department,  
21 talk with them on this matter and get back with you  
22 today and let you know what the outcome is.

1       MR. GOLDSTEIN: Could we get, perhaps, a short  
2 continuance on the status hearing?

3       JUDGE RILEY: I can give you a short one.

4               But my attitude is, if Peoples Gas has  
5 some -- suspects that there is a link between the  
6 Complainant and the unpaid \$16,000 and that's their  
7 reason for not restoring the gas service right now,  
8 gentlemen, it's up to you, to fish or cut bait, you  
9 know, put your cards on the table because I don't  
10 see what else the Complainant can do --

11       MR. RIORDAN: Right.

12       JUDGE RILEY: -- besides provide you with the  
13 documentation that she has.

14               But you said you will get back to her  
15 today.

16       MR. FRIEDMAN: And if the Credit Department says  
17 okay, then the gas will be turned on today or  
18 tomorrow?

19       MR. RIORDAN: I don't know when the date would  
20 be. I would have to let you know the day we can  
21 schedule it for. It would probably be sometime this  
22 week. Today is Monday, so I would think probably,

1 hopefully, by the middle of the week we can get it  
2 on for you.

3 MR. FRIEDMAN: Judge, at what point does it  
4 become our burden and what point is it their burden?  
5 There's no evidence that there's any connection at  
6 all. And they're just saying, We just think there  
7 is. That was my question.

8 MR. GOLDSTEIN: Well, I think the Judge has  
9 sufficiently placed the burden on us to give him a  
10 reason why we are not allowing Ms. Mery to be a  
11 proper applicant for service and, therefore, having  
12 service restored to that property. And we're going  
13 to have to give you a reason and that reason is  
14 going to be based upon the Credit Department's  
15 investigation --

16 MR. FRIEDMAN: But so far it's just a hunch.

17 MR. GOLDSTEIN: -- if there is no reason then,  
18 obviously, they'll put the service on.

19 MR. FRIEDMAN: And if there is a reason, then  
20 we'll be back here with --

21 JUDGE RILEY: One of the things I would suggest  
22 is, if you do find -- if the Credit Department is



1 dissatisfied with that documentation, contact  
2 Counsel immediately so we can --

3 MR. GOLDSTEIN: Absolutely.

4 JUDGE RILEY: -- move forward with this thing.

5 MR. FRIEDMAN: So you'll know today yes or no,  
6 right?

7 MR. RIORDAN: Yes. Yes.

8 MR. FRIEDMAN: You'll know today yes or no. You  
9 have my contact information?

10 MR. RIORDAN: I'll get it before I leave.

11 MR. FRIEDMAN: Judge, I know you don't want to  
12 anticipate things, I'm obviously concerned about my  
13 clients' ability to conduct business --

14 JUDGE RILEY: Right.

15 MR. FRIEDMAN: -- and I'm asking that if they  
16 don't give the okay -- if they don't say "yes"  
17 today, how soon can we come back here for a hearing?

18 JUDGE RILEY: For a hearing?

19 MR. FRIEDMAN: Well, come back here, I guess.

20 JUDGE RILEY: A short date, well --

21 MR. FRIEDMAN: I mean, we're going to know today  
22 if it's yes or no, right?

1 MR. RIORDAN: Yes.

2 MR. FRIEDMAN: I don't know what your schedule  
3 is like, Judge, is Wednesday afternoon -- Wednesday  
4 morning --

5 MR. GOLDSTEIN: This Wednesday?

6 MR. FRIEDMAN: Yeah.

7 JUDGE RILEY: In other words, if the Credit  
8 Department is dissatisfied, you want to get to  
9 hearing just as fast as possible, is that correct?

10 MR. FRIEDMAN: Yeah. I think because --  
11 obviously, we're not going to have the -- in the  
12 meantime should I be issuing the subpoena or not, or  
13 wait until Wednesday? I don't know. I just don't  
14 want this to be -- I mean, it's no prejudice to  
15 Peoples to have the gas off, but the status quo is  
16 against my client.

17 JUDGE RILEY: Okay. I'm going to be gone  
18 Wednesday afternoon and all day Thursday.

19 MR. FRIEDMAN: Judge, how about -- I don't know  
20 what your Honor's schedule is --

21 JUDGE RILEY: Why don't we set up a telephonic  
22 conference on Friday, this Friday.

1       MR. GOLDSTEIN: That's fine.

2       JUDGE RILEY: Is that possible?

3       MR. FRIEDMAN: Yes, your Honor.

4       JUDGE RILEY: Okay. And we can find out what

5 the results are of the documentation that was

6 submitted to the Peoples' Credit Department.

7       MR. FRIEDMAN: And if I need a subpoena, you can

8 agree to do that over the phone or how would --

9       JUDGE RILEY: Telephonically it can be done,

10 right.

11       MR. FRIEDMAN: Okay.

12       JUDGE RILEY: Peoples is, obviously, not

13 prepared to disclose why they suspect there's some

14 link between the Complainant and the \$16,000 unpaid

15 debt.

16       MR. GOLDSTEIN: That's probably correct, Judge.

17       JUDGE RILEY: Because that to me is the fly on

18 the ointment here.

19       MR. FRIEDMAN: Right.

20       MR. GOLDSTEIN: And, quite frankly, the problem

21 is that Mr. Riordan has been on vacation and I

22 haven't had the opportunity to transmit documents to

1 him because he's been away. And I don't know what  
2 the underlying reason is that the Credit Department  
3 has refused Ms. Mery's application.

4 JUDGE RILEY: That's where we're going to have  
5 to get to the bottom of this.

6 MR. GOLDSTEIN: That's what he's going to do  
7 today.

8 MR. FRIEDMAN: May I hazard to guess, they're  
9 upset about the fact that the two prior people  
10 haven't paid them and they're taking it out on my  
11 client.

12 MR. GOLDSTEIN: I can't deny that, but I can't  
13 affirm it, either.

14 MS. MERY: I was told by Peoples Gas when I  
15 called on the 20th -- yeah, I called on the 20th  
16 because that's the same day I contacted the Illinois  
17 Commerce to file a complaint, the person at Peoples  
18 Gas said, No one is going to get gas at this  
19 property. She said, I'd be more than happy to give  
20 you service if you go to another -- if you move your  
21 business to another property. This is what she told  
22 me, she said, I'll be more than happy to give you

1 service at another property --

2 MR. GOLDSTEIN: Who was that, Sheri --

3 MS. MERY: At that point I wasn't writing

4 people's names because I didn't know -- but she

5 said, Nobody is going to get gas at this service --

6 MR. GOLDSTEIN: At that location.

7 MS. MERY: That was on the 20th. The same day I

8 called John at Illinois Commerce.

9 JUDGE RILEY: Okay. Again, just to reiterate,

10 you're going to submit those documents to the Credit

11 Department, see what the hang-up with them is.

12 MR. RIORDAN: Yes, I will.

13 JUDGE RILEY: All right. We have, with the

14 agreement of all the parties -- Mr. Friedman, do you

15 have a card?

16 MR. FRIEDMAN: Yes, your Honor.

17 JUDGE RILEY: Let me have one.

18 MR. FRIEDMAN: (Indicating.)

19 JUDGE RILEY: And I would ask you to file an

20 appearance with our Clerk's Office in Springfield.

21 MR. FRIEDMAN: I sent one down there, Judge.

22 JUDGE RILEY: Oh, you did. Okay.

1       MR. FRIEDMAN:  They didn't get the Certificate  
2 of Service, it wasn't --

3       JUDGE RILEY:  Oh, that's right.

4       MR. FRIEDMAN:  I have another one here if it's  
5 of relevance to your Honor.

6       JUDGE RILEY:  Well, we've got your verbal  
7 appearance today.

8       MR. FRIEDMAN:  Yeah.  I have a written one.

9       MR. RIORDAN:  Is it 872-1355?

10      MR. FRIEDMAN:  That's my fax number.  
11                    My cell phone, which is 312-217-3312.  
12 My office is 312-795-0424.  The last number was a  
13 fax number (indicating).

14      MR. RIORDAN:  I don't need the fax number.

15      JUDGE RILEY:  All right, then, 10:00 a.m. on  
16 Friday for a telephonic conference call?

17      MR. GOLDSTEIN:  Yes.

18      JUDGE RILEY:  And it will be Mr. Goldstein and  
19 Mr. Friedman.  I can only bridge two people.

20      MR. FRIEDMAN:  Judge, you will -- just so I  
21 know, I do have various matters and I'm going to be  
22 in and out of court on Friday morning, but if you

1 say to me you will call me at or about -- as close  
2 to 10:00 o'clock as we can reasonably approximate, I  
3 will make sure that I am out of a courtroom at that  
4 time and I will be able to talk.

5 JUDGE RILEY: I'll call you at 10:00 on the dot.

6 MR. FRIEDMAN: Okay.

7 MR. RIORDAN: What number can I reach you at?

8 MS. MERY: 708-423-4099.

9 JUDGE RILEY: All right, then, is there anything  
10 further?

11 MR. GOLDSTEIN: I have nothing else.

12 JUDGE RILEY: All right. Let's reconvene --  
13 find out what you can and let's reconvene  
14 telephonically at 10:00 a.m. I'll initiate the  
15 call to Mr. Goldstein and Mr. Friedman.

16 MR. FRIEDMAN: And, Judge, please use my cell  
17 phone number there, which is the 217.

18 JUDGE RILEY: Call you on your cell phone?

19 MR. FRIEDMAN: Yes, your Honor.

20 JUDGE RILEY: That's right, you won't be in the  
21 office.

22 MR. FRIEDMAN: Right.

1 MS. MERY: I'm going to hear from you today?

2 MR. RIORDAN: I will call you today, this

3 afternoon. It's 11:00 o'clock now, so probably

4 sometime after --

5 MR. FRIEDMAN: And in the unlikely -- I hesitate

6 to use that word -- in the unlikely event that you

7 guys say that that's good enough and service is

8 turned on, then someone can contact the Judge

9 because the telephone conference would be moot at

10 that point, Judge?

11 JUDGE RILEY: Right. So in other words, the

12 issue at hand is to get the service turned back

13 on.

14 MR. FRIEDMAN: Yes.

15 JUDGE RILEY: That's what the Complainant is

16 complaining about.

17 MR. GOLDSTEIN: But, obviously, if the service

18 is back on -- or is on, with Ms. Mery as the

19 customer of record, that concludes the complaint and

20 I'll issue the proper paperwork to finish this at

21 the Commission.

22 MR. FRIEDMAN: I'll let you know this afternoon.



1 MS. MERY: If I'm not available --

2 JUDGE RILEY: All right, just for the record we  
3 are continued to Friday at 10:00 a.m.

4 Thank you.

5 (Whereupon, the above-entitled  
6 matter was continued to  
7 May 1st, 2009, at 10:00 a.m.)

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